12 CIV 6878

JUDGE NATHAN

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

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U.S.D.C. S.D. N.Y.
CASHIERS

JANOXY FUERTES and SAMANTHA MORI, Individually and on Behalf of All Others Similarly Situated,

Plaintiffs,

-against-

SIN CITY ENTERTAINMENT CORP. d/b/a SIN CITY CABARET, SCE GROUP INC. d/b/a SIN CITY CABARET, DIMITRIOS DRAKOPOULOS, CONSTANTINE DRAKOPOULOS, CHARLES MAVROS and LAMBROS DOE, Jointly and Severally,

Defendants.

Civ. Action No. ______

CLASS & COLLECTIVE ACTION COMPLAINT

NATURE OF THE ACTION

1. Plaintiffs JANOXY FUERTES ("Fuertes") and SAMANTHA MORI ("Mori" and, collectively with Fuertes, "Plaintiffs") allege, on behalf of themselves and all other similarly situated current and former employees of the Defendants who elect to opt into this action pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 216(b), that they are entitled to: (i) unpaid wages from defendants SIN CITY ENTERTAINMENT CORP., SCE GROUP INC. (collectively with Sin City Entertainment Corp., the "Corporate Defendants"), DIMITRIOS DRAKOPOULOS ("Dimitrios"), CONSTANTINE DRAKOPOULOS ("Constantine"), CHARLES MAVROS ("Mavros") and LAMBROS DOE ("Lambros" and, collectively with Dimitrios, Constantine and Mavros the "Individual Defendants" and, collectively with the Corporate Defendants, the "Defendants") for work performed for which they were not paid minimum wages or were not compensated whatsoever; (ii) unpaid wages for overtime work for

which they did not receive overtime premium pay, as required by law, and (iii) liquidated damages, costs and attorneys fees pursuant to the FLSA, 29 U.S.C. §§201 *et seq.*

2. Plaintiffs further complain, on behalf of themselves, each opt-in plaintiff, and a class of all other similarly situated current and former employees of Defendants, pursuant to Fed.R.Civ.P. 23, that they are entitled to: (i) wages from Defendants for overtime work for which they did not receive overtime premium pay, as required by New York Labor Law ("NYLL") §§ 650 *et seq.*, including Part 142, § 142-2.2 ("Overtime Rate") of Title 12 of the Official Compilation of Codes, Rules and Regulations promulgated by the Commissioner of Labor pursuant to the Minimum Wage Act (Article 19 of the NYLL); (ii) compensation for business expenses Plaintiffs were required to pay; and (iii) liquidated damages, interest, costs, and attorneys' fees pursuant to the NYLL.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331, 1337, and 1343, and supplemental jurisdiction over Plaintiffs' state law claims pursuant to 28 U.S.C. § 1367. In addition, the Court has jurisdiction over Plaintiffs' claims under the FLSA pursuant to 29 U.S.C. § 216(b).

4. Venue is proper in this district pursuant to 28 U.S.C. § 1391.

5. This Court is empowered to issue a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202.

THE PARTIES

6. Fuertes was, at all relevant times, an adult individual residing in Bronx County, New York.

7. Mori was, at all relevant times, an adult individual residing in Bronx County, New

York.

8. Upon information and belief, Defendant Sin City Entertainment Corp. is an active New York corporation with its principle places of business at 2520 Park Avenue, Bronx, New York, 10451.

9. Upon information and belief, Defendant SCE Group Inc. is an active New York corporation with its principle place of business at 2520 Park Avenue, Bronx, New York, 10451.

10. Upon information and belief, Defendants Dimitrios, Constantine, Mavros and Lambros, have been, at all material times herein, the chairmen, chief executive officers and/or officers and majority shareholders of the Corporate Defendants, who participated in the day-to-day operations of the Corporate Defendants, and who acted intentionally and maliciously in his direction and control of Plaintiffs and the Corporate Defendants' other similarly situated employees. Dimitrios, Constantine, Mavros and Lambros are "employers" pursuant to the FLSA, 29 U.S.C. § 203(d) and regulations promulgated thereunder, 29 C.F.R. § 791.2, as well as the NYLL § 2 and the regulations thereunder, and are jointly and severally liable with the Corporate Defendants.

COLLECTIVE ACTION ALLEGATIONS

11. Pursuant to 29 U.S.C. § 207, Plaintiffs seek to prosecute their FLSA claims as a collective action on behalf of bathroom attendants, busboys, waiters, bartenders, coat check workers, front door and cash cage employees and other similarly situated employees of Defendants' adult entertainment club (the "Collective Action Members") who are or were employed by Defendants at any time from September 7, 2009 through the entry of judgment in this case (the "Collective Action Period").

12. The Collective Action Members are so numerous that joinder of all members is

impracticable. Although the precise number of such persons is unknown, and the facts on which the calculation of that number is based are presently within Defendants' sole control, upon information and belief, there are in excess of one hundred (100) Collective Action Members during the Collective Action Period.

13. Plaintiffs will fairly and adequately protect the interests of the Collective Action Members and have retained counsel that is experienced and competent in the fields of employment law and class action litigation. Plaintiffs have no interests that are contrary to or in conflict with those members of this collective action.

14. A collective action is superior to other available methods for the fair and efficient adjudication of this controversy, since joinder of all members is impracticable. Furthermore, inasmuch as the damages suffered by individual Collective Action Members may be relatively small, the expense and burden of individual litigation make it virtually impossible for the members of the collective action to individually seek redress for the wrongs done to them. There will be no difficulty in the management of this action as a collective action.

15. Questions of law and fact common to the members of the collective action predominate over questions that may affect only individual members because Defendants have acted on grounds generally applicable to all members. Among the questions of law and fact common to Plaintiffs and other Collective Action Members are:

a. whether Defendants employed Plaintiffs and the Collective Action Members within the meaning of the FLSA;

b. whether Defendants failed to keep true and accurate time records for all hours worked by Plaintiffs and the Collective Action Members;

c. what proof of hours worked is sufficient where the employer fails in its duty to maintain time records;

d. whether Defendants failed to pay Plaintiffs and the Collective Action Members minimum wage for all hours worked as well as overtime compensation for hours worked in excess of forty hours per workweek, in violation of the FLSA and the regulations promulgated thereunder;

e. whether Defendants' violations of the FLSA are willful as that term is used within the context of the FLSA; and

f. whether Defendants are liable for all damages claimed hereunder, including but not limited to compensatory, punitive and statutory damages, interest, costs and disbursements and attorneys' fees.

CLASS ALLEGATIONS

16. Pursuant to the NYLL, Plaintiffs sue on their own behalf, and on behalf of a class of persons under Rule 23(a), (b)(2) and (b)(3) of the Federal Rules of Civil Procedure.

17. Plaintiffs seek to prosecute their NYLL claims as a class action on behalf of all bathroom attendants, busboys, waiters, bartenders, coat check, front door and cash cage employees and other similarly situated employees of Defendants' adult entertainment club who are or were employed by Defendants at any time from September 7, 2006 through the entry of judgment in this case (the "Class Period"), who are non-exempt within the meaning of the NYLL and who (i) were not paid minimum wage for all hours worked; (ii) were not paid overtime at the required rate of not less than one and one-half times the regular rate of pay for hours worked in excess of forty (40) hours per workweek; and/or (iii) were required to pay out-of-pocket for business expenses of the Defendants.

18. The Class Members are so numerous that joinder of all members is impracticable.

Although the precise number of such persons is unknown, and the facts on which the calculation of that number is based are presently within Defendants' sole control, upon information and belief, there are in excess of one hundred (100) members of the Class during the Class Period.

19. Plaintiffs' claims are typical of the claims of the Class, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy—particularly in the context of wage and hour litigation where individual plaintiffs lack the financial resources to vigorously prosecute a lawsuit in federal court against corporate defendants. Plaintiffs and the Class Members who work or have worked for Defendants have been subjected to Defendants' policy and practice of failing to pay minimum wage and failing to pay overtime for hours worked in excess of forty (40) hours per week.

20. As stated above, questions of law and fact common to the Class Members predominate over questions that may affect only individual members. As Defendants have acted or refused to act on grounds generally applicable to all Class Members, final injunctive relief or corresponding declaratory relief with respect to the Class as a whole is appropriate.

21. Plaintiffs are committed to pursuing this action and have retained competent counsel experienced in employment law and class action litigation. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members. Plaintiffs understand that as class representatives they assume a fiduciary responsibility to the Class Members to represent their interests fairly and adequately. Plaintiffs further recognize that as class representatives, they must represent and consider the interests of the Class Members just as they would represent and consider their own interests, including with regard to decisions about the conduct of the litigation and its possible settlement.

22. Plaintiffs understand that in order to provide adequate representation, they must

remain informed of developments in the litigation, cooperate with class counsel by providing them with information and any relevant documentary material in his possession, and testify, if required, in a deposition and in trial.

23. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since joinder of all members is impracticable. Furthermore, inasmuch as the damages suffered by individual Class Members may be relatively small, the expense and burden of individual litigation would make it virtually impossible for the Class Members to individually seek redress for the wrongs done to them. There will be no difficulty in the management of this action as a class action. In addition, class treatment is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments regarding Defendants' practices.

24. There are questions of law and fact common to the Class which predominate over any questions solely affecting the individual members of the Class, including but not limited to:

a. whether Defendants employed Plaintiffs and the Class Members within the meaning of the NYLL;

b. whether Defendants failed to keep true and accurate time records for all hours worked by Plaintiffs and the Class Members;

c. what proof of hours worked is sufficient where employers fail in their duty to maintain time records;

d. whether Defendants failed and/or refused to pay Plaintiffs and the Class Members minimum wage, wages for all hours worked and premium pay for hours worked in excess of forty (40) hours per workweek;

e. whether Defendants are liable for all damages claimed hereunder, including but not limited to compensatory damages, liquidated damages, interest, costs and disbursements and attorneys' fees; and

f. whether Defendants illegally caused Plaintiffs to pay out of pocket for Defendants' business expenses.

STATEMENT OF FACTS

25. At all relevant times, Defendants have been in the adult entertainment club business. Defendants currently own, operate and manage Sin City Cabaret, which is located at 2520 Park Avenue, Bronx, New York 10451.

26. Defendants employ at least one hundred (100) employees at any one time in their adult entertainment club business and have a high rate of employee turnover.

27. Fuertes worked for Defendants from approximately January 2006 through June 2012 (the "Fuertes Employment Period") as a bathroom attendant, where he was responsible for cleaning and maintaining the bathroom area and providing the club's patrons with paper towels, perfume, cologne and candy, which he paid for himself. Defendants never compensated Fuertes for purchasing such items.

28. Throughout the Fuertes Employment Period, Fuertes typically worked six (6) days each week, for at least nine (9) hours each day, for a total of approximately fifty-four (54) hours per week with no breaks.

29. Throughout the Fuertes Employment Period, Fuertes arrived at work by 8:00 pm to begin his shift and at 4:00 am, after all the club patrons left, Fuertes was required to clean the club's premises until approximately 5:00 am.

30. Although Defendants had a timekeeping system installed in their club, Fuertes

was not permitted to clock in until 10:00 pm and was required to clock out at 4:00 am.

31. Beginning in or around January 2007 until in or around 2010, Fuertes earned only the tips he received from club patrons and was not paid any cash wages for the hours he worked. Depending on how many patrons attended Sin City Cabaret each day, Fuertes received at the most approximately $50 in tips per day and at the minimum approximately $20 per day. Regardless of how much Fuertes received in tips each week, he was never paid any wages to supplement his tips.

32. Beginning in approximately 2010, Defendants began issuing a payroll check to Fuertes containing calculations of hours worked and a cash wage and tip credit amount. Despite the fact that Defendants included a calculation of hours and rates on these paystubs, the number of hours worked were false. Fuertes was never informed that Defendants were using a tip credit to lower his minimum wage.

33. Mori worked for Defendants from approximately 2004 until June 5, 2012 (the "Mori Employment Period") as a waitress, cash cage and front desk employee. Throughout the Mori Employment Period, Mori typically worked three (3) days a week as a cash cage employee from 8:00 pm until approximately 5:30 pm and one (1) day a week as the front desk employee from 12:00 pm until approximately 9:00 pm. Mori would also work as a waitress or substitute cash-cash employee two (2) times a week from 8:00 pm until 5:30 am. Each week, Mori worked approximately six (6) days a week for a total of fifty six and one half (56 ½) hours each week with no breaks. Notwithstanding the fact that Mori regularly worked more than forty (40) hours per week, Defendants failed to pay Mori overtime premiums for hours worked in excess of 40 in a week.

34. Although Defendants had a timekeeping system installed in their club and

assigned each employee a pin number to use to clock in when they began their shift, Mori was not permitted to clock out. When covering other employees' shifts, Mori was required to clock in using the employees' pin numbers and would receive her wages in cash directly from the employee whose shift she covered. At times, Mori was not paid for the shifts she covered and when she complained to Defendants, they would take no action and instruct Mori to instead speak with the employee who owed her money.

35. Throughout the Mori Employment Period, Mori was paid weekly by check which included calculations of hours and an hourly rate depending on the positions Mori worked that week. Despite the fact that Defendants included a calculation of hours and rates on these paystubs, the number of hours worked were false. Defendants never informed Mori that they were using a trip credit to lower Mori's hourly wage. Oftentimes, Defendants did not include a breakdown of the tip credit and cash wage amount when paying Mori at a lower minimum wage.

36. Throughout the relevant time period, Defendants failed to accurately record the time that their employees worked.

37. Upon information and belief, Defendants required Plaintiffs and their other employees to perform significant "off the clock" work for which they failed to pay any wages and frequently required their other employees to work well in excess of forty (40) hours per week for which they were not paid wages or overtime.

38. Plaintiffs have spoken with such other employees and the other employees have confirmed that they were required to perform work for Defendants for which they were not paid any wages, were not paid minimum wages, and that they failed to receive overtime pay for all hours worked in excess of forty hours per week.

39. The Individual Defendants' set Plaintiffs' hours of employment and controlled

Defendants' payroll policies, including Defendants' policy of failing to pay minimum wages and overtime and failing to properly take the tip credit.

40. Plaintiffs' work was performed in the normal course of Defendants' business and was integrated into Defendants' business.

41. The work performed by Plaintiffs required little skill and no capital investment.

42. Throughout the Class Period and, upon information and belief, continuing until today, Defendants have likewise employed other individuals like Plaintiffs in positions that require little skill and no capital investment. Upon information and belief, all such individuals have worked in excess of forty (40) hours per week.

43. Upon information and belief, Defendants have willfully failed to pay these similarly situated individuals overtime compensation.

44. As stated, the exact number of such similarly situated individuals is presently unknown, but within the sole knowledge of the Defendants and can be ascertained through appropriate discovery.

FIRST CLAIM FOR RELIEF
FAIR LABOR STANDARDS ACT

45. Plaintiffs repeat and reallege each and every allegation of the preceding paragraphs hereof with the same force and effect as though fully set forth herein.

46. At all relevant times Defendants have been and continue to be an employer engaged in interstate commerce and/or the production of goods for commerce, within the meaning of the FLSA, 29 U.S.C. §§ 206(a) and 207(a).

47. At all relevant times, Defendants employed, and/or continue to employ, Plaintiffs and each of the Collective Action Members within the meaning of the FLSA.

48. Upon information and belief, at all relevant times, the Corporate Defendants have

had gross revenues in excess of $500,000.00.

49. Plaintiffs have provided their consent in writing to be parties to this action, pursuant to 29 U.S.C. § 216(b). Plaintiffs' written consent forms are attached hereto and incorporated by reference.

50. At all relevant times, Defendants had a policy and practice of refusing to pay their employees overtime compensation for hours worked in excess of forty (40) hours per workweek.

51. As a result of Defendants' willful failure to compensate its employees, including Plaintiffs and the Collective Action Members, at a rate not less than minimum wage and one and one-half times the regular rate of pay (at rates of at least minimum wage) for work performed in excess of forty (40) hours in a workweek, Defendants have violated and continue to violate the FLSA, 29 U.S.C. §§ 201 *et seq.*, including 29 U.S.C. §§ 207(a)(1) and 215(a).

52. As a result of Defendants' willful failure to compensate their employees, including Plaintiffs and the Collective Action Members, at the required minimum wage for each hour worked, Defendants have violated and continue to violate the FLSA, 29 U.S.C. §§ 201 *et seq.* and its implementing regulations.

53. As a result of the Defendants' failure to record, report, credit and/or compensate its employees, including Plaintiffs and the Collective Action Members, Defendants have failed to make, keep and preserve records with respect to each of its employees sufficient to determine the wages, hours and other conditions and practices of employment in violation of the FLSA, 29 U.S.C. §§ 201, *et seq.*, including 29 U.S.C. §§ 211(c) and 215(a).

54. The foregoing conduct, as alleged, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a).

55. Due to Defendants' FLSA violations, Plaintiffs and the Collective Action Members are entitled to recover from Defendants their unpaid minimum wages, their unpaid wages, their unpaid overtime compensation, an additional amount equal as liquidated damages, additional liquidated damages for unreasonably delayed payment of wages, reasonable attorneys' fees, and costs and disbursements of this action, pursuant to 29 U.S.C. § 216(b).

SECOND CLAIM FOR RELIEF
NEW YORK LABOR LAW – FAILURE TO PAY OVERTIME AND MINIMUM WAGE

56. Plaintiffs, on behalf of themselves, the opt-in Plaintiffs and the members of the Class, repeat, reallege and incorporate by reference the foregoing allegations as if set forth fully and again herein.

57. At all relevant times, Plaintiffs and the Class Members were employed by Defendants within the meaning of the NYLL, §§ 2 and 651.

58. Defendants willfully violated Plaintiffs' rights and the Class Members' rights by failing to pay them compensation at minimum wage for all hours worked as well as overtime compensation at rates not less than one and one-half times the regular rate of pay for each hour worked in excess of forty (40) hours in a workweek, in violation of the NYLL and its implementing regulations.

59. The Defendants' NYLL violations have caused Plaintiff and the Class Members irreparable harm for which there is no adequate remedy at law.

60. Due to Defendants' NYLL violations, Plaintiffs and the Class Members are entitled to recover from Defendants their unpaid wages at no less than minimum wage and unpaid overtime compensation, liquidated damages, damages for unreasonably delayed payment of wages, interest, reasonable attorneys' fees, and costs and disbursements of the action pursuant

to NYLL § 663(1) et al. and § 196-d.

THIRD CLAIM FOR RELIEF
NEW YORK LABOR LAW – FAILURE TO PAY WAGES

61. Plaintiffs, on behalf of themselves, the opt-in Plaintiffs and the members of the Class, repeat, reallege and incorporate by reference the foregoing allegations as if set forth fully and again herein.

62. Defendants entirely failed to pay Plaintiffs, the opt-in Plaintiffs and the Class Members for certain hours they worked.

63. Defendants' failure to pay Plaintiffs, the opt-in Plaintiffs, and the Class Members at the agreed-upon rates, at no less than minimum wage, constitutes a violation of, *inter alia*, NYLL §§ 191 and 198.

64. Due to Defendants' NYLL violations, Plaintiffs and the Class Members are entitled to recover from Defendants their unpaid compensation at no less than minimum wage, interest, liquidated damages, reasonable attorneys' fees, and the costs and disbursements of this action pursuant to NYLL § 663(1) et al. and § 196-d.

FOURTH CLAIM FOR RELIEF
NEW YORK LABOR LAW – UNLAWFUL BUSINESS EXPENSES

65. Plaintiffs, on behalf of themselves, the opt-in Plaintiffs and the members of the Class, repeat, reallege and incorporate by reference the foregoing allegations as if set forth fully and again herein.

66. Defendants have forced Plaintiffs, the opt-in Plaintiffs, and the Class Members to cover various out-of-pocket expenses of Defendants' business, including perfume, cologne and other concessions, in violation of the NYLL. Accordingly, Defendants are required to

compensate Plaintiffs and the Class Members for all business expenses that Defendants wrongly required Plaintiffs and the Class Members cover.

67. The Defendants' NYLL violations have caused Plaintiffs, the opt-in Plaintiffs, and the Class Members irreparable harm for which there is no adequate remedy at law.

68. Due to Defendants' NYLL violations, Plaintiffs, the opt-in Plaintiffs, and the Class Members are entitled to recover damages from Defendants in the amount of Defendants' business expenses for which Plaintiffs, the opt-in Plaintiffs, and the Class Members paid, liquidated damages, damages for unreasonably delayed payment of wages, reasonable attorneys' fees, and costs and disbursements of the action pursuant to NYLL § 663(1) et al. and § 196-d.

PRAYER FOR RELIEF

Wherefore, Plaintiffs on behalf of themselves and all other similarly situated Collective Action Members and Class Members, respectfully requests that this Court grant the following relief:

a. Designation of this action as a collective action on behalf of the Collective Action Members and ordering the prompt issuance of notice pursuant to 29 U.S.C. § 216(b) to all similarly situated members of an FLSA Opt-In Class, apprising them of the pendency of this action, permitting them to assert timely FLSA claims in this action by filing individual Consents to Sue pursuant to 29 U.S.C. § 216(b) and appointing Plaintiffs and their counsel to represent the Collective Action Members;

b. Certification of this action as a class action pursuant to Fed. R. Civ. P. 23(a), (b)(2) and (b)(3) on behalf of the Class Members and appointing Plaintiffs and their counsel to represent the Class;

c. An order tolling the statute of limitations;

d. A declaratory judgment that the practices complained of herein are unlawful under the FLSA and the NYLL;

e. An injunction against Defendants and its officers, agents, successors, employees, representatives and any and all persons acting in concert with Defendants, as provided by law, from engaging in each of the unlawful practices, policies and patterns set forth herein;

f. An award of damages arising out of the non-payment of minimum wages;

g. An award of damages arising out of the non-payment of wages;

h. An award of liquidated and/or punitive damages as a result of the Defendants' willful failure to pay minimum wages and overtime compensation pursuant to the FLSA and the NYLL;

i. An award of damages arising out of the illegal deduction of business expenses;

j. An award of liquidated damages arising out of the illegal deduction of business expenses;

k. An award of prejudgment and post-judgment interest;

l. An award of costs and expenses of this action together with reasonable attorneys' and expert fees; and

m. Such other and further relief as this Court deems just and proper.

Dated: New York, New York
September 7, 2012

PELTON & ASSOCIATES PC

By: [signature]
Brent E. Pelton (BP 1055)

Attorney for Plaintiffs, Individually, and
on Behalf of All Other Persons Similarly Situated
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CONSENT TO BECOME PARTY PLAINTIFF

By my signature below, I hereby authorize the filing and prosecution of claims in my name and on my behalf to contest the failure of Sin City Cabaret and and/or its owners, affiliated companies, subsidiaries, contractors, directors, officers, franchisees and/or affiliates to pay me minimum wage and overtime as required under state and/or federal law, and for making illegal wage deductions, and also authorize the filing of this consent in the action(s) challenging such conduct. I authorize being named as the representative plaintiff in this action to make decisions on behalf of all other plaintiffs concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with Plaintiff's counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

[signature] 8/23/12 Samantha Mori

Signature Date Printed Name

CONSENT TO BECOME PARTY PLAINTIFF

By my signature below, I hereby authorize the filing and prosecution of claims in my name and on my behalf to contest the failure of Sin City Cabaret / SCE Group, Inc. and their respective owners and affiliates to pay me prevailing wages and overtime wages as required under state and/or federal law, and also authorize the filing of this consent in the action(s) challenging such conduct. I authorize being named as the representative plaintiff in this action to make decisions on behalf of all other plaintiffs concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with Plaintiff's counsel concerning attorneys' fees and costs, and all other matters pertaining to this lawsuit.

[signature] 08/03/12 Jarwoxys Fuentes

Signature Date Printed Name

CONSENTIMIENTO PARA SER UN DEMANDANTE

Por mi firma abajo, yo autorizo a la presentación y tramitación de reclamaciones en mi nombre y en el mío para impugnar el fallo de Sin City Cabaret / SCE Group, Inc. y / o sus respectivos propietarios, concesionarios compañías afiliadas, filiales, contratistas, directores, funcionarios, y / o afiliados que me pagan el salario mínimo y horas extras como exige el Estado y / o la ley federal, y de las retenciones ilegales de salarios, y también autorizar la presentación de este consentimiento en la acción (s) conducta desafiante. Yo autorizo a ser nombrado como demandante de representación en esta acción para tomar decisiones en nombre de todos los otros demandantes sobre el litigio, el método y la forma de llevar a cabo este litigio, la entrada de un acuerdo con el abogado del demandante relativa a las tasas y costos de abogados, y todos los otros asuntos relacionados con esta demanda.

[signature] 08/03/12 Yanoxys Fuentes

Firma Fecha Nombre Escrito